

## **EXHIBIT C**

# TERMS OF SERVICE

These Anaconda Terms of Service ("**TOS**") are between Anaconda, Inc. ("**Anaconda**" or "**We**"), and you ("**You**" or "**Customer**"), the individual or entity acquiring and/or providing access to the Anaconda Cloud Offerings. These TOS govern your access to and use of Anaconda's cloud-based data science and machine learning platform (the Anaconda "Platform" or "Cloud"), and the related services (each, a "**Cloud Service**" and collectively, the "**Cloud Services**") hosted thereon, including the Python and R package repositories located at <https://repo.anaconda.org> (the "**Free Repository**"), <https://repo.anaconda.com> (the "**Standard Repository**"), and <https://repo.anaconda.cloud> (the "**Professional Repository**"), each, a "**Repository**" and collectively, the "**Repositories**"; the websites located at <https://anaconda.org> ("**Anaconda.org**"), <https://anaconda.cloud> ("**Nucleus**"), <https://anaconda.com>, and any related website owned or operated by Anaconda (collectively, the "**Sites**"); the Anaconda cloud-based notebook service ("**Notebooks**"); the Anaconda online learning management platform ("**Learning**"); the Anaconda community forums platform ("Forums"); the Python-based front-end framework to construct Python programs using HTML in a web browser ("**PyScript.com**"); and any other online and desktop services, software, or framework, including application programming interfaces ("**API**"), through which all the foregoing are provided to You. The Platform, Cloud Services, API, and Content shall collectively form the "**Cloud Offerings**". Capitalized terms used in these TOS and not otherwise defined herein are defined at <https://legal.anaconda.com/policies/en/?name=anaconda-legal-definitions> (the "**Definitions**").

AS SET FORTH IN SECTION 1 BELOW, THERE ARE VARIOUS TYPES OF USERS FOR THE CLOUD OFFERINGS, THUS, EXCEPT WHERE INDICATED OTHERWISE "YOU" SHALL REFER TO CUSTOMER AND ALL TYPES OF USERS. YOU ACKNOWLEDGE THAT THESE TOS ARE BINDING, AND YOU AFFIRM AND SIGNIFY YOUR CONSENT TO THESE TOS, BY : (I) CLICKING A BUTTON OR CHECKBOX, (II) SIGNING A SIGNATURE BLOCK SIGNIFYING YOUR ACCEPTANCE OF THESE TOS; AND/OR (III) REGISTERING TO, USING, OR ACCESSING THE CLOUD OFFERINGS, WHICHEVER IS EARLIER (THE "**EFFECTIVE DATE**").

Except as may be expressly permitted by these TOS, You may not sell or exchange anything You copy or derive from our Cloud Offerings. Subject to your compliance with these TOS, Anaconda grants You a personal, non-exclusive, non-transferable, limited right to use our Cloud Offerings strictly as detailed herein.

## 1. PLANS & ACCOUNTS

1.1 OUR PLANS. Unless otherwise provided in an applicable Order or Documentation, access to the Cloud Offerings is offered on a Subscription basis, and the features and limits of your access are determined by the subscribed plan or tier ("**Plan**") You select, register for, purchase, renew, or upgrade or downgrade into. To review the features and price associated with the Plans, please visit <https://www.anaconda.com/pricing>. Additional [Offering Specific Terms](#) may apply to You, the Plan, or the Cloud Offering, and such specific terms are incorporated herein by reference and form an integral part hereof.

a. FREE PLANS. Anaconda allows You to use the Free Offerings (as defined hereinafter), Trial Offerings (as defined hereinafter), Pre-Release Offerings (as defined hereinafter), and Scholarships (as defined hereinafter) (each, a "**Free Plan**"), without charge, as set forth in this Section 1.1(a). Your use of the Free Plan is restricted to Internal Business Purposes. If You receive a Free Plan to the Cloud Offerings, Anaconda grants You a non-transferable, non-exclusive, revocable, limited license to use and access the Cloud Offerings in strict accordance with these TOS. We reserve the right, in our absolute discretion, to withdraw or to modify your Free Plan access to the Cloud Offerings at any time without prior notice and with no liability.

i. FREE OFFERINGS. Anaconda maintains certain Cloud Offerings, including Anaconda Open Source that are generally made available to Community Users free of charge (the "**Free Offerings**") for their Internal Business Use. The Free Offerings are made available to You, and Community Users, at the [Free Subscription](#) level strictly for internal: (i) Personal Use, (ii) Educational Use, (iii) Open-Source Use, and/or (iv) Small Business Use.

(a) Your use of Anaconda Open Source is governed by the Anaconda Open-Source Terms, which are incorporated herein by reference.

(b) You may not use Free Offerings for commercial purposes, including but not limited to external business use, third-party access, Content mirroring, or use in organizations over two hundred (200) employees (unless its use for an Educational Purpose) (each, a "**Commercial Purpose**"). Using the Free Offerings for a Commercial Purpose requires a Paid Plan with Anaconda.

ii. TRIAL OFFERINGS. We may offer, from time to time, part or all of our Cloud Offerings on a free, no-obligation trial basis ("**Trial Offerings**"). The term of the Trial Offerings shall be as communicated to You, within the Cloud Offering or in an Order, unless terminated earlier by either You or Anaconda, for any reason or for no reason. We reserve the right to modify, cancel and/or limit this Trial Offerings at any time and without liability or explanation to You. In respect of a Trial Offering that is a trial version of a paid Subscription (the "**Trial Subscription**"), upon termination of the Trial Subscription, we may change the Account features at any time without any prior written notice.

- iii. **PRE-RELEASED OFFERINGS.** We may offer, from time to time, certain Cloud Offerings in alpha or beta versions (the “**Pre-Released Offerings**”). We will work to identify such Pre-Released Offerings as Pre-Release Offerings (such as in version comments). Pre-Released Offerings are Cloud Offerings that are still under development, and as such are still in the process of being tested and may be inoperable or incomplete and may contain bugs, speed/performance and other issues, suffer disruptions and/or not operate as intended and designated, more than a typical Cloud Offering. PRE-RELEASED OFFERINGS ARE PROVIDED WITH NO REPRESENTATIONS OR WARRANTIES REGARDING ITS USE AND MAY CONTAIN DEFECTS, FAIL TO COMPLY WITH APPLICABLE SPECIFICATIONS, AND MAY PRODUCE UNINTENDED OR ERRONEOUS RESULTS. YOU MAY NOT USE UNLESS YOU ACCEPTS THE PRE-RELEASED OFFERINGS “AS IS” WITHOUT ANY WARRANTY WHATSOEVER.
- iv. **SCHOLARSHIPS.** We may offer at our sole discretion part or all of our paid Cloud Offerings on a fee-exempt Subscription basis (each, a “**Scholarship**”), subject to our [Scholarship Program Terms](#). The Subscription Term of the Scholarship shall be as communicated to You, in writing, within the Cloud Offering or in an Order, unless terminated earlier by either You or Anaconda, for any reason or for no reason. We reserve the right to modify, cancel and/or limit the Scholarship at any time and without liability or explanation to You.
- v. **FREE PLAN TERMS.** The Free Plans are governed by these TOS, provided that notwithstanding anything in these TOS or elsewhere to the contrary, with respect to Free Plans (i) SUCH SERVICES ARE LICENSED HEREUNDER ON AN “AS-IS”, “WITH ALL FAULTS”, “AS AVAILABLE” BASIS, WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND; (ii) THE INDEMNITY UNDERTAKING BY ANACONDA SET FORTH IN SECTION 14.2 HEREIN SHALL NOT APPLY; and (iii) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF ANACONDA, ITS AFFILIATES, OR ITS THIRD PARTY SERVICE PROVIDERS, UNDER, OR OTHERWISE IN CONNECTION WITH, THE CLOUD OFFERINGS UNDER THE FREE PLANS, EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00). We make no promises that any Free Plans will be made available to You and/or generally available.
- b. **PAID PLANS.** To use some functionalities and features of the Cloud Offerings, it is necessary to purchase a Subscription to an Cloud Offering available for a charge (a “**Paid Plan**”). A Paid Plan can be an individual-level (an “**Individual Plan**”) or an organization-level (an “**Org Plan**”) plan. The Org Plan allows your employees or Affiliate employees to register as Users (each, an “**Org User**”), and each Org User will be able to register for an Account and use and access the Cloud Offerings (a “**Seat**”).
  - i. **INDIVIDUAL PLANS.** If You purchase an Individual Plan, Anaconda grants You a non-transferable, non-exclusive, revocable, limited license to use and access the Cloud Offerings solely for your own personal use for the Subscription Term selected in strict accordance with these TOS.
  - ii. **ORG PLANS.** If You purchase an Org Plan, Anaconda grants You a non-transferable, non-exclusive, revocable, limited license for your Org Users to use and access the applicable Cloud Offerings for the Subscription Term selected in strict accordance with these TOS.

## 1.2 ACCOUNTS.

- a. **INDIVIDUAL ACCOUNTS.** To access certain features of the Cloud Offerings, You may be required to create an account having a unique name and password (an “**Account**”). The first user of the Account is automatically assigned administrative access and control of your Account (the “**Admin**”). When You register for an Account, You may be required to provide Anaconda with some information about yourself, such as your email address or other contact information.
- b. **ORG ACCOUNTS.** If You are an organization, on an Org Plan, You may be able to invite other Org Users within your organization to access and use the Cloud Offerings under your organizational Account (your “**Org Account**”), assign certain Org Users Admin access, and share certain information, such as artifacts, tools, or libraries, within your Org Account by assigning permissions to your Org Users. You represent and warrant to Anaconda that the person accepting these TOS are authorized by You to register for an Org Account and to grant access and control to your Org Users.
- c. **YOUR ACCOUNT OBLIGATIONS.** You agree that the information You provide to us is accurate and that You will keep it accurate and up to date at all times, including with respect to the assignment of any access, control, and permissions under your Org Account. When You register, you will be asked to provide a password. You (and your Org Users, if you have an Org Account) are solely responsible for maintaining the confidentiality of your Account, password, and other access control mechanism(s) pertaining to your use of certain features of the Cloud Offerings (such as API tokens), and You accept responsibility for all activities that occur under your Account. If You believe that your Account is no longer secure, then You must immediately notify us via email or the [Support Center](#). We may assume that any communications we receive under your Account have been made by You. You will be solely responsible and liable for any losses, damages, liability, and expenses incurred by us or a third party, due to any unauthorized usage of the Account by either You or any other Authorized User or third party on your behalf.
- D. **AUTHORIZED USERS.**
  - i. **YOUR AUTHORIZED USERS.** Your “**Authorized Users**” are your employees, agents, and independent contractors (including outsourcing service providers) who you authorize to use the Cloud Offerings under these TOS solely for your benefit in accordance with the terms of these TOS. The features and functionalities available to

Authorized Users are determined by the respective Plan governing such Account, and the privileges of each such Authorized User are assigned and determined by the Account Admin(s). For more information on the rights, permissions, and types of Authorized Users, visit the [Support Center](#).

- ii. **YOUR AFFILIATES.** No Affiliate will have any right to use the Cloud Offerings provided under a Paid Plan unless and until You expressly purchase a Subscription to use the Cloud Offerings in an Order. If You expressly purchase a Subscription to the Cloud Offerings for your Affiliates, such Affiliates may use the Cloud Offerings purchased on behalf of and for benefit of You or your Affiliates as set forth on the Order in accordance with the terms of these TOS. You shall at all times retain full responsibility for your Affiliate's compliance with the applicable terms and conditions of these TOS. Your Affiliates and their individual employees, agents, or contractors accessing or using the Cloud Offerings (subject to payment for any such use pursuant to an Order) on your Affiliates' behalf under the rights granted to You pursuant to these TOS shall be "Authorized Users" for purposes of these TOS.
- iii. **YOUR END CUSTOMERS.** Your "**End Customers**" are end users of your Bundled Product(s), who obtain access to the embedded Cloud Offerings in your Bundled Product(s), without the right to further distribute or sublicense the Cloud Offerings. If You expressly purchase a Subscription to the Cloud Offerings for your Embedded Use, such End Customers may use the Cloud Offerings purchased on behalf of and for benefit of You or your End Customer, as set forth in the Order, in accordance with the terms of these TOS, the Embedded Use Addendum, and [Embedded End Customer Terms](#). You shall at all times retain full responsibility for your End Customer's compliance with the applicable terms and conditions of these TOS and the Embedded Use Addendum. Your End Customers accessing or using the Cloud Offerings (subject to payment for any such use pursuant to an Order) on your behalf under the rights granted to You pursuant to the applicable Order, these TOS, and the Embedded Addendum shall be "Authorized Users" for purposes of these TOS.
- iv. **YOUR RESPONSIBILITY FOR AUTHORIZED USERS.** You acknowledge and agree that, as between You and Anaconda, You shall be responsible for all acts and omissions of your Authorized Users, and any act or omission by an Authorized User which, if undertaken by You would constitute a breach of these TOS, shall be deemed a breach of these TOS by You. You shall ensure that all Authorized Users are aware of the provisions of these TOS, as applicable to such Authorized User's use of the Cloud Offerings, and shall cause your Authorized Users to comply with such provisions. Anaconda reserves the right to establish a maximum amount of storage and a maximum amount of data that You or your Authorized Users may store within, or post, collect, or transmit on or through the Cloud Offerings.

## 2. ACCESS & USE

2.1 **GENERAL LICENSE GRANT.** If You purchase a Subscription to the Cloud Offerings pursuant to an Order, or access the Cloud Offerings through a Free Plan, then this Section 2.1 will apply.

- a. **CLOUD OFFERINGS.** In consideration for your payment of Subscription Fees (for Paid Plans), Anaconda grants to You, and You accept, a nonexclusive, non-assignable, and nontransferable limited right during the Subscription Term, to use the Cloud Offerings and related Documentation solely in conjunction with the purchased Cloud Offerings, for your Internal Business Purposes and subject to the terms and conditions of the TOS. With respect to the Documentation, You may make a reasonable number of copies of the Documentation applicable to the purchased Cloud Offering(s) solely as reasonably needed for your Internal Business Use in accordance with the express use rights specified herein.
- b. **CLOUD SERVICES.** In consideration for your payment of Subscription Fees (for Paid Plans), Anaconda grants to You, and You accept, a non-exclusive, non-transferable, non-sublicensable, revocable limited right and license during the Subscription Term, to use the Cloud Services and related Documentation solely in conjunction with the Cloud Offerings, for your Internal Business Purposes and subject to the terms and conditions of these TOS. With respect to the Documentation, You may make a reasonable number of copies of the Documentation applicable to the Cloud Services solely as reasonably needed for your Internal Business Use in accordance with the express use rights specified herein.
- c. **CONTENT.** In consideration of for your payment of Subscription Fees (for Paid Plans), Anaconda hereby grants to You and your Authorized Users a non-exclusive, non-transferable, non-sublicensable, revocable right and license during the Subscription Term (i) to access, input, and interact with the Content within the Cloud Offerings and (ii) to use, reproduce, transmit, publicly perform, publicly display, copy, process, and measure the Content solely (1) within the Cloud Offerings and to the extent required to enable the ordinary and unmodified functionality of the Cloud Offerings as described in the product descriptions, and (2) for your Internal Business Purposes. You hereby acknowledge that the grant hereunder is solely being provided for your Internal Business Use and not to modify or to create any derivatives based on the Content. You will take all reasonable measures to restrict the use of the Cloud Offerings to prevent unauthorized access, including the scraping and unauthorized exploitation of the Content.
- d. **API.** We may offer an API that provides additional ways to access and use the Cloud Offerings. Such API is considered a part of the Cloud Offering, and its use is subject to these TOS. Without derogating from Section 2.1 herein, You may only access and use our API for your Internal Business Purposes, in order to create interoperability and integration between the Cloud Offerings and your Customer Applications, Bundled Product(s), Customer Environment, or other products, services or systems You or your

Authorized Users use internally. In consideration of your payment of applicable Subscription Fees, and subject to the terms and conditions of these TOS, Anaconda hereby grants You a non-exclusive, non-transferable, non-sublicensable, revocable right and license during the Subscription Term to: (i) access, use, and make calls for real-time transmission and reception of Content and information through the API, in object code form only; (ii) access, input, transmit, and interact with the Content solely for use through, with and within the API; and (iii) use, process, and measure the Content solely to the extent required to enable the display of the Content solely as and how the Content is presented to Authorized Users within the Platform. We reserve the right at any time to modify or discontinue, temporarily or permanently, You and/or your Authorized Users' access to the API (or any part of it) with or without notice. The API is subject to changes and modifications, and You are solely responsible to ensure that your use of the API is compatible with the current version.

- e. **EMBEDDED USE.** If an applicable Order includes an **"Embedded Use"** Subscription, you may embed the API's, Content, and library files of the Cloud Offerings, securely and deeply into your product and/or service, such that it will be a component of a larger set of surrounding code or functions that, in combination together, comprise a unique Bundled Product that you provide to your End Customers, provided that End Customers have written agreements with You at least as protective of the rights and obligations contained in these TOS, the Embedded Use Addendum, the [Embedded End Customer Terms](#), and the applicable Order. You may not agree to any terms or conditions that modify, add to, or change in any way the terms and conditions applicable to the Cloud Offerings. You will be solely responsible to End Customers for any warranties or other terms provided to them in excess of the warranties and obligations described in these TOS and the Embedded Use Addendum. Any End Customer access to the Cloud Offerings may be terminated by Anaconda, at any time, if such End Customer is found to be in breach of any term or condition of these TOS, the Embedded Addendum, or the [Embedded End Customer Terms](#).

2.2 **THIRD-PARTY SERVICES.** You may access or use, at your sole discretion, certain third-party products and services that interoperate with the Cloud Offerings including, but not limited to: (a) Third Party Content found in the Repositories, (b) third-party service integrations made available through the Cloud Offerings or APIs, and (c) third-party products or services that You authorize to access your Account using your credentials (collectively, **"Third-Party Services"**). Each Third-Party Service is governed by the terms of service, end user license agreement, privacy policies, and/or any other applicable terms and policies of the third-party provider. The terms under which You access or use of Third-Party Services are solely between You and the applicable Third-Party Service provider. Anaconda does not make any representations, warranties, or guarantees regarding the Third-Party Services or the providers thereof, including, but not limited to, the Third-Party Services' continued availability, security, and integrity. Third-Party Services are made available by Anaconda on an "AS IS" and "AS AVAILABLE" basis, and Anaconda may cease providing them in the Cloud Offerings at any time in its sole discretion and You shall not be entitled to any refund, credit, or other compensation. Unless otherwise specified in writing by Anaconda, Anaconda will not be directly or indirectly responsible or liable in any manner, for any harms, damages, loss, lost profits, special or consequential damages, or claims, arising out of or in connection with the installation of, use of, or reliance on the performance of any of the Third-Party Services.

## 2.3 ADDITIONAL SERVICES.

- a. **PROFESSIONAL SERVICES.** Anaconda offers Professional Services to implement, customize, and configure your purchased Cloud Offerings(s). These Professional Services are purchased under an Order and/or SOW and are subject to the payment of the Fees therein and the terms of the [Professional Services Addendum](#). Unless ordered, Anaconda shall have no responsibility to deliver Professional Services to you.
- b. **SUPPORT SERVICES.** Anaconda offers Support Services which may be purchased from Anaconda. The specific Support Services included with a purchased Cloud Offering will be identified in the applicable Order. Anaconda will provide the purchased level of Support Services in accordance with the terms of the [Support Policy](#) as detailed in the applicable Order. Unless ordered, Anaconda shall have no responsibility to deliver Support Services to You.
  - i. **SUPPORT SERVICE LEVELS.** During the applicable Subscription Term, Anaconda will provide You with Support Services for the purchased Cloud Offering as listed in [APPENDIX A](#) of the Support Policy at the "standard" level, or as otherwise described in the applicable Order.
  - ii. **SERVICE LEVEL AGREEMENT.** If the Cloud Offering identified in the Order is a qualifying Cloud Service, then, unless otherwise expressly stated in the Order, Anaconda will exercise commercially reasonable efforts to provide the Cloud Service to You in accordance with the SLA located in [APPENDIX B](#) of the Support Policy.
  - iii. **SERVICE LEVEL OBJECTIVE.** During the applicable Subscription Term, Anaconda will provide You with Vulnerability remediation support for the purchased Cloud Offering as listed in the SLO in [APPENDIX C](#) of the Support Policy.

## 2.4 ADDITIONAL POLICIES.

- a. **PRIVACY POLICY.** Anaconda respects your privacy and limits the use and sharing of information about You collected by Anaconda Cloud Offerings. The policy at <https://legal.anaconda.com/policies/en/?name=privacy-terms#privacy-policy> (the **"Privacy Policy"**) describes these methods. Anaconda will abide by the Privacy Policy and honor the privacy settings that You choose via the Cloud Offerings.

- b. **TERMS OF SERVICE.** Use of all Anaconda Cloud Services is governed by the Terms of Service at <https://anaconda.com/terms-of-service> (the "**TOS**").
- c. **END USER LICENSE AGREEMENT.** Use of all Anaconda On-Premise Products is governed by the End User License Agreement at <https://anaconda.com/terms-of-service> (the "**EULA**").
- d. **OFFERING SPECIFIC TERMS.** Additional terms apply to certain Anaconda Cloud Offerings (the "**Offering Specific Terms**"). Those additional terms, which are available at <https://legal.anaconda.com/policies/en/?name=offering-specific-terms>, apply to your purchased Cloud Offerings, as applicable, and are incorporated into these TOS.
- e. **DMCA POLICY.** Anaconda respects the exclusive rights of copyright holders and responds to notifications about alleged infringement via Anaconda Cloud Offerings per the copyright policy at <https://legal.anaconda.com/policies/en/?name=additional-terms-policies#anaconda-dmca-policy> (the "**DMCA Policy**").
- f. **DISPUTE POLICY.** Anaconda resolves disputes about Package names, user names, and organization names in the Repository per the policy at <https://legal.anaconda.com/policies/en/?name=additional-terms-policies#anaconda-dispute-policy> (the "**Dispute Policy**"). This includes Package "squatting".
- g. **TRADEMARK & BRAND GUIDELINES.** Anaconda permits use of Anaconda trademarks per the guidelines at <https://legal.anaconda.com/policies/en/?name=additional-terms-policies#anaconda-trademark-brand-guidelines> (the "**Trademark & Brand Guidelines**").

### 3. PACKAGES & CONTENT

- 3.1 **OPEN-SOURCE SOFTWARE & PACKAGES.** Our Cloud Offerings include open-source libraries, components, utilities, and third-party software that is distributed or otherwise made available as "free software," "open-source software," or under a similar licensing or distribution model ("**Open-Source Software**"), which is subject to third party open-source license terms (the "**Open-Source Terms**"). Certain Cloud Offerings are intended for use with open-source Python and R software packages and tools for statistical computing and graphical analysis ("**Packages**"), which are made available in source code form by third parties and Community Users.; As such, certain Cloud Offerings interoperate with certain Open-Source Software components, including without limitation Open Source Packages, as part of its basic functionality; and to use certain Cloud Offerings, You will need to separately license Open-Source Software and Packages from the licensor. Anaconda is not responsible for Open-Source Software or Packages and does not assume any obligations or liability with respect to You or your Authorized Users' use of Open-Source Software or Packages. Notwithstanding anything to the contrary, Anaconda makes no warranty or indemnity hereunder with respect to any Open-Source Software or Packages. Some of such Open-Source Terms or other license agreements applicable to Packages determine that to the extent applicable to the respective Open-Source Software or Packages licensed thereunder. Any such terms prevail over any conflicting license terms, including these TOS. We use our best endeavors to identify such Open-Source Software and Packages, within our Cloud Offerings, hence we encourage You to familiarize yourself with such Open-Source Terms. Note that we use best efforts to use only Open-Source Software and Packages that do not impose any obligation or affect the Customer Data or Intellectual Property Rights of Customer (beyond what is stated in the Open-Source Terms and herein), on an ordinary use of our Cloud Offerings that do not involve any modification, distribution, or independent use of such Open-Source Software.
- 3.2 **CONTENT.** You may elect to use, or Anaconda may make available to You or your Authorized Users for download, access, or use, Packages, components, applications, services, data, content, or resources (collectively, "**Content**") which are owned by third-party providers ("**Third-Party Content**") or Anaconda ("**Anaconda Content**"). Anaconda may make available Content via the Cloud Offerings or may provide links to third party websites where You may purchase and/or download or access Content or the Cloud Offerings may enable You to download, or to access and use, such Content. You acknowledge and agree that Content may be protected by Intellectual Property Rights which are owned by the third-party providers or their licensors and not Anaconda. Accordingly, You acknowledge and agree that your use of Content may be subject to separate terms between You and the relevant third party and You acknowledge and agree that Anaconda is not responsible for Content and Anaconda does not have any obligation to monitor Content uploaded by Community Users, and Anaconda disclaims all responsibility and liability for your use of Content made available to You through the Cloud Offerings, including without limitation the accuracy, completeness, appropriateness, legality, security, availability, or applicability of the Content, and You hereby waive any and all legal or equitable rights or remedies You have or may have against Anaconda with respect to the Content that You may download, share, access or use.
- 3.3 **CONTENT FORMAT.** Content will be provided in the form and format that Anaconda makes such Content available to its general customer base for the applicable Cloud Offerings. Any technical changes to the format, frequency, and volume of Content delivered requested or required by You shall be at the discretion of Anaconda.

### 4. CUSTOMER CONTENT & CUSTOMER APPLICATIONS

- 4.1 **CUSTOMER CONTENT.** Your "**Customer Content**" is any content that You provide, use, or develop in connection with your use of Anaconda Cloud Offerings, including Customer Applications, Packages, files, software, scripts, multimedia images, graphics, audio, video, text, data, or other objects originating or transmitted from or processed by any Account owned, controlled or operated by

You or uploaded by You through the Cloud Offering(s), and routed to, passed through, processed and/or cached on or within, Anaconda's network, but shall not include the API's, Content, and library of files of the Cloud Offerings except as set forth in Section 2.1.

- 4.2 **CUSTOMER APPLICATIONS.** "**Customer Applications**" are computer programs independently developed and deployed by You (or on your behalf) using the Cloud Offerings, including computer programs which You permit Authorized Users and/or Community Users to access and use in accordance with the license terms applicable to your Customer Application, but shall not include the API's, Content, and library of files of the Cloud Offerings except as set forth in Section 2.1. You agree to make any license terms applicable to your Customer Application available to Authorized Users and/or Community Users of your Customer Application by linking or otherwise prominently displaying such terms to Authorized Users and/or Community Users when they first access or use your Customer Application.
- 4.3 **SHARING YOUR CUSTOMER CONTENT OR CUSTOMER APPLICATIONS.** If You choose to, You can share your Customer Content or Customer Applications that You submit to the Cloud Offerings with Community Users, or with specific individuals or Authorized Users You select to the extent the Cloud Offerings support such functionality. If You decide to share your Customer Content or Customer Application that You submit to the Cloud Offerings, You are giving certain legal rights, as explained below, to those individuals who You have given access. Anaconda has no responsibility to enforce, police or otherwise aid You in enforcing or policing, the terms of the license(s) or permission(s) You have chosen to offer. ANACONDA IS NOT RESPONSIBLE FOR MISUSE OR MISAPPROPRIATION OF YOUR CUSTOMER CONTENT OR CUSTOMER APPLICATIONS THAT YOU SUBMIT TO THE CLOUD OFFERINGS BY THIRD PARTIES.
- 4.4 **YOUR WARRANTIES.** By using the Cloud Offerings, You represent and warrant that (i) You are in compliance with these TOS, (ii) You own or otherwise have all rights and permissions necessary to submit to Anaconda and the Cloud Offerings, your Customer Content, Customer Applications, and any analyses, data, or other information that You submit to the Cloud Offerings and to share and license the right to access and use your Customer Content or Customer Application to Authorized Users and/or Community Users, as applicable, and (iii) your Customer Content or Customer Application that You submit to the Cloud Offerings does not violate, misappropriate, or infringe the Intellectual Property Rights of any third party and is not in violation of any contractual restrictions or other third party rights. If You have any doubts about whether You have the legal right to submit, share or license your Customer Content or Customer Applications, You should not submit or otherwise upload your Customer Content or Customer Applications to the Cloud Offerings. You may remove your Customer Content or Customer Application from the Cloud Offerings at any time or if the Cloud Offerings do not include a feature that permits You to remove your Customer Content or Customer Application, You may request that Anaconda remove your Customer Application at any time by contacting the [Support Center](#).
- 4.5 **REMOVAL OF CUSTOMER CONTENT AND CUSTOMER APPLICATIONS.** If You receive notice, including from Anaconda, that Customer Content or a Customer Application may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights or the Acceptable Use Policy, You will promptly do so. If You do not take required action, including deleting any Customer Content You may have downloaded from the Cloud Offerings, in accordance with the above, or if in Anaconda's judgment continued violation is likely to reoccur, Anaconda may disable the applicable Customer Content, Cloud Offerings and/or Customer Application. If requested by Anaconda, You shall confirm deletion and discontinuance of use of such Customer Content and/or Customer Application in writing and Anaconda shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if Anaconda is required by any third-party rights holder to remove Customer Content or receives information that Customer Content provided to You may violate applicable law or third-party rights, Anaconda may discontinue your access to Customer Content through the Cloud Offerings. For avoidance of doubt, Anaconda has no obligation to store, maintain, or provide You a copy of any of your Customer Content or Customer Applications submitted to the Cloud Offerings, and any of your Customer Content or Customer Applications that You submit are at your own risk of loss and it is your sole responsibility to maintain backups of your Customer Content and Customer Applications.

## 5. YOUR RESPONSIBILITIES & RESTRICTIONS

- 5.1 **YOUR RESPONSIBILITIES.** You represent and warrant that (a) You will ensure You and your Authorized Users' compliance with the TOS, Documentation, and applicable Order(s); (b) You will use commercially reasonable efforts to prevent unauthorized access to or use of Cloud Offerings and notify Anaconda promptly of any such unauthorized access or use; (c) You will use Cloud Offerings only in accordance with the TOS, Documentation, Acceptable Use Policy, Orders, and applicable laws and government regulations; (d) You will not infringe or violate any Intellectual Property Rights or other intellectual property, proprietary or privacy, data protection, or publicity rights of any third party; (e) You have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any Customer Data or Customer Content that You submit, post or display on or through the Cloud Offerings; and (f) You will be responsible for the accuracy, quality, and legality of Customer Data or Customer Content and the means by which You acquired the foregoing, and your use of Customer Data or Customer Content with the Cloud Offerings, and the interoperation of Customer Data or Customer Content with which You use Cloud Offerings, comply with the terms of service of any Third-Party Services with which You use Cloud Offerings. Any use of the Cloud Offerings in breach of the foregoing by You or your Authorized Users that in Anaconda's judgment threatens the security, integrity, or availability of Anaconda's services, may result in Anaconda's immediate suspension of the Cloud Offerings, however Anaconda will use commercially reasonable efforts under the

circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to any such suspension; provided no such notice shall be required. Other than our security and data protection obligations expressly set forth in this Section 7 (Customer Data, Privacy & Security), we assume no responsibility or liability for Customer Data or Customer Content, and You shall be solely responsible for Customer Data and Customer Content and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that Anaconda shall not monitor and/or moderate the Customer Data or Customer Content and there shall be no claim against Anaconda for not doing so.

- 5.2 **YOUR RESTRICTIONS.** You will not (a) make any Cloud Offerings available to anyone other than You or your Authorized Users, or use any Cloud Offerings for the benefit of anyone other than You or your Affiliates, unless expressly stated otherwise in an Order or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Cloud Offerings except as expressly permitted if you have rights for Embedded Use, or include any Cloud Offerings in a service bureau or outsourcing Cloud Offering, (c) use the Cloud Offerings, Customer Content, or Third Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Cloud Offerings, Customer Content, or Third Party Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Cloud Offerings, Customer Content, or Third Party Services, or third-party data contained therein, (f) attempt to gain unauthorized access to any Cloud Offerings, Customer Content, or Third Party Services or their related systems or networks, (g) permit direct or indirect access to or use of any Cloud Offerings, Customer Content, or Third Party Services in a way that circumvents a contractual usage limit, or use any Cloud Offerings to access, copy or use any Anaconda intellectual property except as permitted under these TOS, an Order, or the Documentation, (h) modify, copy, or create derivative works of the Cloud Offerings or any part, feature, function or user interface thereof except, and then solely to the extent that, such activity is required to be permitted under applicable law, (i) copy Content except as permitted herein or in an Order or the Documentation, (j) frame or mirror any part of any Content or Cloud Offerings, except if and to the extent permitted in an applicable Order for your own Internal Business Purposes and as permitted in the Documentation, (k) except and then solely to the extent required to be permitted by applicable law, disassemble, reverse engineer, or decompile an Cloud Offering or access an Cloud Offering to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Cloud Offering, or (3) copy any ideas, features, functions or graphics of the Cloud Offering.

## 6. INTELLECTUAL PROPERTY & OWNERSHIP

- 6.1 **ANACONDA RIGHTS.** As between you and Anaconda, Anaconda retains any and all Intellectual Property Rights related to the Cloud Offerings. The Cloud Offerings, inclusive of materials, such as Software, APIs, Anaconda Content, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks and any and all related or underlying technology and any modifications, enhancements or derivative works of the foregoing (collectively, "**Anaconda Materials**"), are the property of Anaconda and its licensors, and may be protected by Intellectual Property Rights or other intellectual property laws and treaties. Anaconda retains all right, title, and interest, including all Intellectual Property Rights and other rights in and to the Anaconda Materials.
- 6.2 **CUSTOMER CONTENT & CUSTOMER APPLICATIONS.** To the extent You use the Cloud Offerings to develop and deploy Customer Content and Customer Applications, You and your licensors retain ownership of all right, title, and interest in and to the Customer Content and Customer Applications. Anaconda does not claim ownership of your Customer Content or Customer Application; however, You hereby grant Anaconda a worldwide, perpetual, irrevocable, royalty-free, fully paid up, transferable and non-exclusive license, as applicable, to (i) access, use, copy, adapt, publicly perform and publicly display your Customer Content or Customer Application that You submit to the Cloud Offerings in connection with providing the Cloud Offerings to You and your Authorized Users and (ii) with your permission, to internally access, copy and use your Customer Content or Customer Application to review the underlying source code of your Customer Content or Customer Application for purposes of assisting You with de-bugging your Customer Content or Customer Application. You acknowledge and agree that the rights granted in (i) may be exercised by Anaconda's third-party hosting provider in connection with their provision of hosting services to make the Cloud Offerings available to You and your Authorized Users.
- 6.3 **RETENTION OF RIGHTS.** Anaconda reserves all rights not expressly granted to You in these TOS. Without limiting the generality of the foregoing, You acknowledge and agree (i) that Anaconda and its third-party licensors retain all rights, title, and interest in and to the Cloud Offerings; and (ii) that You do not acquire any rights, express or implied, in or to the foregoing, except as specifically set forth in these TOS and any Order Form. Any Feedback on the Cloud Offerings suggested by You shall be free from any confidentiality restrictions that might otherwise be imposed upon Anaconda pursuant to Section 11 (Confidentiality) of these TOS and may be incorporated into the Cloud Offerings by Anaconda. You acknowledge that the Cloud Offerings incorporating any such new features, functionality, corrections, or enhancements shall be the sole and exclusive property of Anaconda.
- 6.4 **FEEDBACK.** As an Authorized User of the Cloud Offerings, You may provide suggestions, comments, feature requests or other feedback to any of Anaconda Materials or the Cloud Offerings ("**Feedback**"). Such Feedback is deemed an integral part of Anaconda Materials, and as such, it is the sole property of Anaconda without restrictions or limitations on use of any kind. Anaconda may either implement or reject such Feedback, without any restriction or obligation of any kind. You (i) represent and warrant that such Feedback is accurate, complete, and does not infringe on any third-party rights; (ii) irrevocably assign to Anaconda any right, title, and interest

You may have in such Feedback; and (iii) explicitly and irrevocably waive any and all claims relating to any past, present or future Intellectual Property Rights, or any other similar rights, worldwide, in or to such Feedback.

## 7. CUSTOMER DATA, PRIVACY & SECURITY

- 7.1 **YOUR CUSTOMER DATA.** Your **"Customer Data"** is any data, files, attachments, text, images, reports, personal information, or any other data that is, uploaded or submitted, transmitted, or otherwise made available, to or through the Cloud Offerings, by You or any of your Authorized Users and is processed by Anaconda on your behalf. For the avoidance of doubt, Anonymized Data is not regarded as Customer Data. You retain all right, title, interest, and control, in and to the Customer Data, in the form submitted to the Cloud Offerings. Subject to these TOS, You grant Anaconda a worldwide, royalty-free non-exclusive license to store, access, use, process, copy, transmit, distribute, perform, export, and display the Customer Data, and solely to the extent that reformatting Customer Data for display in the Cloud Offerings constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. The aforementioned license is hereby granted solely: (i) to maintain and provide You the Cloud Offerings; (ii) to prevent or address technical or security issues and resolve support requests; (iii) to investigate when we have a good faith belief, or have received a complaint alleging, that such Customer Data is in violation of these TOS; (iv) to comply with a valid legal subpoena, request, or other lawful process; (v) to create Anonymized Data, and (vi) as expressly permitted in writing by You.
- 7.2 **NO SENSITIVE DATA.** You shall not submit to the Cloud Offerings any data that is protected under a special legislation and requires a unique treatment, including, without limitations, (i) categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any similar legislation or regulation in other jurisdiction; (ii) any protected health information subject to the Health Insurance Portability and Accountability Act ("**HIPAA**"), as amended and supplemented, or any similar legislation in other jurisdiction; and (iii) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standard ("**PCI DSS**") or any other credit card processing related requirements.
- 7.3 **PROCESSING CUSTOMER DATA.** The ordinary operation of certain Cloud Offerings requires Customer Data to pass through Anaconda's network. To the extent that Anaconda processes Customer Data on your behalf that includes Personal Data, Anaconda will handle such Personal Data in compliance with our Data Processing Addendum.
- 7.4 **PRODUCT DATA.** Anaconda retains all right, title, and interest in the models, observations, reports, analyses, statistics, databases and other information created, compiled, analyzed, generated or derived by Anaconda from platform, network, or traffic data generated by Anaconda in the course of providing the Cloud Offerings ("**Product Data**"), and shall have the right to use Product Data for purposes of providing, maintaining, developing, and improving its Cloud Offerings). Anaconda may monitor and inspect the traffic on the Anaconda network, including any related logs, as necessary to provide the Cloud Offerings and to derive and compile threat data. To the extent the Product Data includes any Personal Data, Anaconda will handle such Personal Data in compliance with Applicable Data Protection Laws. Anaconda may use and retain your Account Information for business purposes related to these TOS and to the extent necessary to meet Anaconda's legal compliance obligations (including, for audit and anti-fraud purposes).
- 7.5 **PRODUCT SECURITY.** Anaconda will implement security safeguards for the protection of Customer Confidential Information, including any Customer Content originating or transmitted from or processed by the Cloud Offerings and/or cached on or within Anaconda's network and stored within the Cloud Offerings in accordance with its policies and procedures. These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Content against destruction, loss, alteration, unauthorized disclosure, or unauthorized access, including such things as information security policies and procedures, security awareness training, threat and vulnerability management, incident response and breach notification, and vendor risk management procedures. Anaconda's technical safeguards are further described in the [Information Security Addendum](#).
- 7.6 **PRIVACY POLICY.** As a part of accessing or using the Cloud Offerings, we may collect, access, use and share certain Personal Data from, and/or about, You and your Users. Please read Anaconda's [Privacy Policy](#), which is incorporated herein by reference, for a description of such data collection and use practices in addition to those set forth herein.
- 7.7 **ANONYMIZED DATA.** Notwithstanding any other provision of the TOS, we may collect, use, and publish Anonymized Data relating to your use of the Cloud Offerings, and disclose it for the purpose of providing, improving, and publicizing our Cloud Offerings, and for other business purposes. Anaconda owns all Anonymized Data collected or obtained by Anaconda.

## 8. SUBSCRIPTION TERM, RENEWAL & FEES PAYMENT

- 8.1 **ORDERS.** Orders may be made in various ways, including through Anaconda's online form or in-product screens or any other mutually agreed upon offline forms delivered by You or any of the other Users to Anaconda, including via mail, email or any other electronic or physical delivery mechanism (the "**Order**"). Such Order will list, at the least, the purchased Cloud Offerings, Subscription Plan, Subscription Term, and the associated Subscription Fees.
- 8.2 **SUBSCRIPTION TERM.** The Cloud Offerings are provided on a subscription basis ("**Subscription**") for the term specified in your Order (the "Subscription Term"), in accordance with the respective Plan purchased under such Order (the "**Subscription Plan**").
- 8.3 **SUBSCRIPTION FEES; FEES FOR PROFESSIONAL SERVICES; SUPPORT FEES.** In consideration for the provision of the Cloud Offerings (except for Free Plans), You shall pay us the applicable fees per the purchased Subscription, as set

forth in the applicable Order (the “**Subscription Fees**”). An Order can also include the provision of Professional Services, Support Services, and other services for the fees set forth in the Order (“**Other Fees**”). The Subscription Fees and Other Fees collectively form the “**Fees**”. Unless indicated otherwise, Fees are stated in US dollars. You hereby authorize Anaconda, either directly or through our payment processing service or our Affiliates, to charge such Fees via your selected payment method, upon the due date. Unless expressly set forth herein, the Subscription Fees are non-cancelable and non-refundable. We reserve the right to change the Fees at any time, upon notice to You if such change may affect your existing Subscriptions or other renewable services upon renewal. In the event of failure to collect the Fees You owe, we may, at our sole discretion (but shall not be obligated to), retry to collect at a later time, and/or suspend or cancel the Account, without notice.

- 8.4 **TAXES.** The Fees are exclusive of any and all taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), levies, or duties, which may be imposed in respect of these TOS and the purchase or sale, of the Cloud Offerings or other services set forth in the Order (the “**Taxes**”), except for Taxes imposed on our income. If You are located in a jurisdiction which requires You to deduct or withhold Taxes or other amounts from any amounts due to Anaconda, please notify Anaconda, in writing, promptly and we shall join efforts to avoid any such Tax withholding, provided, however, that in any case, You shall bear the sole responsibility and liability to pay such Tax and such Tax should be deemed as being added on top of the Fees, payable by You.
- 8.5 **SUBSCRIPTION UPGRADE.** During the Subscription Term, You may upgrade your Subscription Plan by either: (i) adding Authorized Users; (ii) upgrading to a higher type of Subscription Plan; (iii) adding add-on features and functionalities; and/or (iv) upgrading to a longer Subscription Term (collectively, “**Subscription Upgrades**”). Some Subscription Upgrades or other changes may be considered as a new purchase, hence will restart the Subscription Term and some will not, as indicated within the Cloud Offerings and/or the Order. Upon a Subscription Upgrade, You will be billed for the applicable increased amount of Subscription Fees, at our then-current rates (unless indicated otherwise in an Order), either: (y) prorated for the remainder of the then-current Subscription Term, or (z) whenever the Subscription Term is being restarted due to the Subscription Upgrade, then the Subscription Fees already paid by You will be reduced from the new upgraded Subscription Fees, and the difference shall be due and payable by You upon the date on which the Subscription Upgrade was made.
- 8.6 **ADDING USERS.** You acknowledge that, unless You disable these options, then use of some Cloud Offerings may allow: (i) Authorized Users within the same email domain may be able to automatically join the Account; and (ii) Authorized Users within your Account may invite other persons to be added to the Account as Authorized Users (each, a “**User Increase**”). For further information on these options and how to disable them, visit our [Support Center](#). Unless agreed otherwise in an Order, any changes to the number of Authorized Users within a certain Account, shall be billed on a prorated basis for the remainder of the then-current Subscription Term. We will bill You, either upon the User Increase or at the end of the applicable month, as communicated to You.
- 8.7 **EXCESSIVE USAGE.** We shall have the right, including without limitation where we, at our sole discretion, believe that You and/or any of your Authorized Users, have misused the Cloud Offerings or otherwise use the Cloud Offerings in an excessive manner compared to the anticipated standard use (at our sole discretion) to: (a) offer the Subscription in different pricing and/or (b) impose additional restrictions as for the upload, storage, download and use of the Cloud Offerings, including, without limitation, restrictions on Third-Party Services, network traffic and bandwidth, size and/or length of Content, quality and/or format of Content, sources of Content, volume of download time, etc.
- 8.8 **BILLING.** As part of registering, submitting billing information, or agreeing to an Order You agree to provide us with updated, accurate, and complete billing information, and You authorize us (either directly or through our Affiliates or other third parties) to charge, request, and collect payment (or otherwise charge, refund, or take any other billing actions) from your payment method or designated banking account, and to make any inquiries that we (or our Affiliates and/or third-parties acting on our behalf) may consider necessary to validate your designated payment account or financial information, in order to ensure prompt payment.
- 8.9 **SUBSCRIPTION AUTO-RENEWAL.** In order to ensure that You will not experience any interruption or loss of services, your Subscriptions and Support Services include an automatic renewal option by default, according to which, unless You opt-out of auto-renewal or cancel your Subscription or Support Services prior to their expiration, the Subscription or Support Services will automatically renew upon the end of the then applicable term, for a renewal period equal in time to the original term (excluding extended periods) and, unless otherwise notified to You, at no more (subject to applicable Tax changes and excluding any discount or other promotional offer provided for the first term). Accordingly, unless either You or Anaconda cancel the Subscription or Support Services or other renewable service contract prior to its expiration, we will attempt to automatically charge You the applicable Fees upon or immediately prior to the expiration of the then applicable term. If You wish to avoid such auto-renewal, You shall cancel your Subscription (or opt-out of auto-renewal), prior to the expiration of the current term, at any time through the Account settings, or by contacting our Customer Success team. Except as expressly set forth in these TOS, in case You cancel your Subscription or other renewable service, during a term, the service will not renew for an additional period, but You will not be refunded or credited for any unused period within current term. Unless expressly stated otherwise in a separate legally binding agreement, if You received a special discount or other promotional offer, You acknowledge that upon renewal of your Subscription or other renewable service, Anaconda will renew , at the full applicable Fee at the time of renewal.
- 8.10 **CREDITS.** If and to the extent any credits may accrue to your Account, for any reason (the “**Credits**”), will expire and be of no further force and effect, upon the earlier of: (i) the expiration or termination of the applicable Subscription under the Account for which such

Credits were given; or (iii) in case such Credits accrued for an Account with a Free Plan that was not upgraded to a Paid Plan, then upon the lapse of ninety (90) days of such Credits' accrual. Unless specifically indicated otherwise, Credits may be used to pay for the Cloud Offerings only and not for any Third-Party Service or other payment of whatsoever kind. Whenever fees are due for any Cloud Offerings, accrued Credits will be first reduced against the Subscription Fees and the remainder will be charged from your respective payment method. Credits shall have no monetary value (except for the purchase of Cloud Offerings under the limited terms specified herein), nor exchange value, and will not be transferable or refundable.

- 8.11 **PAYMENT THROUGH RESELLER.** If You purchased Cloud Offerings from a reseller or distributor authorized by Anaconda (each, an "**Reseller**"), then to the extent there is any conflict between these TOS and any terms of service entered between You and the respective Reseller, including any purchase order ("**Reseller Agreement**"), then, as between You and Anaconda, these TOS shall prevail. Any rights granted to You and/or any of the other Users in such Reseller Agreement which are not contained in these TOS, apply only in connection with the Reseller. In that case, You must seek redress or realization or enforcement of such rights solely with the Reseller and not Anaconda. For clarity, You and your Authorized Users' access to the Cloud Offerings is subject to our receipt from Reseller of the payment of the applicable Fees paid by You to Reseller. You hereby acknowledge that at any time, at our discretion, the billing of the Fees may be assigned to us, such that You shall pay us directly the respective Fees.

## 9. REFUNDS; CHARGEBACKS

- 9.1 **REFUND POLICY.** If You are not satisfied with your initial purchase of an Cloud Offering, You may terminate such Cloud Offering by providing us a written notice, within thirty (30) days of having first ordered such Cloud Offerings (the "**Refund Period**"). If You terminate such initial purchase of an Cloud Offering, within the Refund Period, we will refund You the pro-rata portion of any unused and unexpired Fees pre-paid by You in respect of such terminated period of the Subscription, unless such other sum is required by applicable law, in U.S. Dollars (the "**Refund**"). The Refund is applicable only to the initial purchase of the Cloud Offerings by You and does not apply to any additional purchases, upgrades, modifications, or renewals of such Cloud Offerings. Please note that we shall not be responsible to Refund any differences caused by change of currency exchange rates or fees that You were charged by third parties, such as wire transfer fees. After the Refund Period, the Subscription Fees are non-refundable and non-cancellable. To the extent permitted by law, if we find that a notice of cancellation has been given in bad faith or in an illegitimate attempt to avoid payment for Cloud Offerings actually received and enjoyed, we reserve our right to reject your Refund request. Subject to the foregoing, upon termination by You under this Section 9.1 all outstanding payment obligations shall immediately become due for the used Subscription Term, and You will promptly remit to Anaconda any Fees due to Anaconda under these TOS.
- 9.2 **NON-REFUNDABLE CLOUD OFFERINGS.** Certain Cloud Offerings may be non-refundable. In such event we will identify such Cloud Offerings as non-refundable, and You shall not be entitled, and we shall not be under any obligation, to terminate the Cloud Offerings and give a Refund.
- 9.3 **CHARGEBACK.** If, at any time, we record a decline, chargeback, or other rejection of a charge of any due and payable Fees on your Account ("**Chargeback**"), this will be considered as a breach of your payment obligations hereunder, and your use of the Cloud Offerings may be disabled or terminated and such use of the Cloud Offerings will not resume until You re-subscribe for any such Cloud Offerings, and pay any applicable Fees in full, including any fees and expenses incurred by us and/or any Third-Party Service for each Chargeback received (including handling and processing charges and fees incurred by the payment processor), without derogating from any other remedy that may be applicable to us under these TOS or applicable law.

## 10. TERM AND TERMINATION; SUSPENSION

- 10.1 **TERM.** These TOS are in full force and effect, commencing as between You and Anaconda upon the Effective Date, until your usage or receipt of services is terminated or expires.
- 10.2 **TERMINATION FOR CAUSE.** Either You or Anaconda may terminate the Cloud Offerings and these TOS, upon written notice, in case that (a) the other Party is in material breach of these TOS and to the extent curable, fails to cure such breach, within a reasonable cure period, which shall not be less than ten (10) days following a written notice from by the non-breaching Party; provided Anaconda may terminate immediately to prevent immediate harm to the Cloud Offerings or to prevent violation of its rights of confidentiality or Intellectual Property Rights; or (b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within forty-five (45) days.
- 10.3 **TERMINATION BY YOU.** You may terminate your Subscription to the Cloud Offerings by cancelling the Cloud Offerings and/or deleting the Account, whereby such termination shall not derogate from your obligation to pay applicable fees except as otherwise provided herein. In accordance with Section 9 (Refunds; Chargebacks), unless mutually agreed otherwise by You and Anaconda in a written instrument, the effective date of such termination will take effect at the end of the then-current term, and your obligation to pay the fees throughout the end of such term shall remain in full force and effect, and You shall not be entitled to a refund for any pre-paid fees.
- 10.4 **EFFECT OF TERMINATION OF SUBSCRIPTION.** Upon termination or expiration of these TOS, your Subscription and all rights granted to You hereunder shall terminate, and we may change the Account's access settings. It is your sole liability to export the Customer Data or Customer Content prior to such termination or expiration. In the event that You did not delete the Customer Data

or Customer Content from the Account, we may continue to store and host it until either You or we, at our sole discretion, delete such Customer Data or Customer Content, and during such period, You shall still be able to make a limited use of the Cloud Offerings in order to export the Customer Data or Customer Content (the "Read-Only Mode"), but note that we are not under any obligation to maintain the Read-Only Mode period, hence such period may be terminated by us, at any time, with or without notice to You, and subsequently, the Customer Data or Customer Content will be deleted. You acknowledge the foregoing and your sole responsibility to export and/or delete the Customer Data or Customer Content prior to the termination or expiration of these TOS, and therefore we shall not have any liability either to You, nor to any Authorized User or third party, in connection thereto. Unless expressly indicated herein otherwise, the termination or expiration of these TOS shall not relieve You from your obligation to pay any Fees due and payable to Anaconda.

10.5 **SURVIVAL.** Section 1.1(a)(iv) (Free Plan Terms), 2.4 (Additional Policies), 4.4 (Your Warranties), 5 (Your Responsibilities & Restrictions), 6 (Intellectual Property & Ownership), 7 (Customer Data, Privacy & Security), 8 (Subscription Term, Renewal and Fees Payment) in respect of unpaid Subscription Fees, 108 (Term and Termination; Suspension), 11 (Confidentiality), 12.2 (Disclaimers), 12.3 (Remedies), 12.4 (Restrictions), 13 (Limitations of Liability), 14 (Indemnification), and 15 (General Provisions), shall survive the termination or expiration of these TOS, and continue to be in force and effect in accordance with their applicable terms.

10.6 **SUSPENSION.** Without derogating from our termination rights above, we may decide to temporarily suspend the Account and/or an Authorized User (including any access thereto) and/or our Cloud Offerings, in the following events: (i) we believe, at our sole discretion, that You or any third party, are using the Cloud Offerings in a manner that may impose a security risk, may cause harm to us or any third party, and/or may raise any liability for us or any third party; (ii) we believe, at our sole discretion, that You or any third party, are using the Cloud Offerings in breach of these TOS or applicable Law; (iii) your payment obligations, in accordance with these TOS, are or are likely to become, overdue; or (iv) You or any of your Users' breach of the [Acceptable Use Policy](#). The aforementioned suspension rights are in addition to any remedies that may be available to us in accordance with these TOS and/or applicable Law.

## 11. CONFIDENTIALITY

11.1 **CONFIDENTIAL INFORMATION.** In connection with these TOS and the Cloud Offerings (including the evaluation thereof), each Party ("**Discloser**") may disclose to the other Party ("**Recipient**"), non-public business, product, technology and marketing information, including without limitation, customers lists and information, know-how, software and any other non-public information that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, whether disclosed prior or after the Effective Date ("**Confidential Information**"). For the avoidance of doubt, (i) Customer Data is regarded as your Confidential Information, and (ii) our Cloud Offerings, including Trial Offerings and/or Pre-Released Offerings, and inclusive of their underlying technology, and their respective performance information, as well as any data, reports, and materials we provided to You in connection with your evaluation or use of the Cloud Offerings, are regarded as our Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Discloser; (b) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser; (c) is received from a third party without breach of any obligation owed to the Discloser; or (d) was independently developed by the Recipient without any use or reference to the Confidential Information.

11.2 **CONFIDENTIALITY OBLIGATIONS.** The Recipient will (i) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates, service providers and agents, on a need to know basis and who are bound by confidentiality obligations at least as restrictive as those contained herein; and (ii) not use or disclose any Confidential Information to any third party, except as part of its performance under these TOS and as required to be disclosed to legal or financial advisors to the Recipient or in connection with a due diligence process that the Recipient is undergoing, provided that any such disclosure shall be governed by confidentiality obligations at least as restrictive as those contained herein.

11.3 **COMPELLED DISCLOSURE.** Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that to the extent legally permissible, the Recipient shall make best efforts to provide prompt written notice of such court order or requirement to the Discloser to enable the Discloser to seek a protective order or otherwise prevent or restrict such disclosure.

## 12. WARRANTIES, REMEDIES, AND DISCLAIMERS.

### 12.1 CLOUD OFFERINGS WARRANTY.

- a. **OUR CLOUD OFFERINGS WARRANTY.** Anaconda warrants to You that, during the Subscription Term, the Cloud Offerings will perform in material conformity with the functions described in the applicable Documentation. Such warranty period shall not apply to Free Plans and Subscriptions offered for no fee. Anaconda will use commercially reasonable efforts to remedy any material non-conformity with respect to Cloud Offerings at no additional charge to You.
- b. **REMEDY FOR NON-CONFORMANCE.** In the event Anaconda is unable to remedy the non-conformity in Section 12.1(a) of these TOS within a commercially reasonable period of time, and such non-conformity materially and adversely affects the functionality of the Cloud Offerings, You may promptly terminate the applicable Subscription upon written notice to Anaconda and a thirty (30) day period to cure. In the event You terminate your Subscription pursuant to this Section 12.1, You will receive

a Refund of any prepaid and unused portion of the Subscription Fees paid. The foregoing shall constitute your exclusive remedy, and Anaconda's entire liability, with respect to any breach of this Section 12.1 (Cloud Offerings Warranty).

- c. **LIMITED THIRD-PARTY SERVICE WARRANTY.** Anaconda warrants to You that to the extent any Third-Party Service is used in the Cloud Offerings, Anaconda has the right to grant You the license to use the Third-Party Service.

12.2 **DISCLAIMERS.** EXCEPT AS SET FORTH IN THE FOREGOING LIMITED WARRANTY IN SECTION 12.1, THE CLOUD OFFERINGS ARE PROVIDED "AS IS" AND ANACONDA AND OUR LICENSORS DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ANACONDA DOES NOT REPRESENT OR WARRANT THAT THE CLOUD OFFERINGS ARE ERROR FREE OR THAT ALL ERRORS CAN BE CORRECTED. EXCEPT AS EXPRESSLY SET FORTH HEREIN, WE DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION (I) THAT OUR CLOUD OFFERINGS (OR ANY PORTION THEREOF) ARE COMPLETE, ACCURATE, OF ANY CERTAIN QUALITY, RELIABLE, SUITABLE FOR, OR COMPATIBLE WITH, ANY OF YOUR CONTEMPLATED ACTIVITIES, DEVICES, OPERATING SYSTEMS, BROWSERS, SOFTWARE OR TOOLS (OR THAT IT WILL REMAIN AS SUCH AT ANY TIME), OR COMPLY WITH ANY LAWS APPLICABLE TO YOU; AND/OR (II) REGARDING ANY CONTENT, INFORMATION, REPORTS, OR RESULTS THAT YOU OBTAIN THROUGH THE CLOUD OFFERINGS. THE CLOUD OFFERINGS ARE NOT DESIGNED, INTENDED, OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE, OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. ANACONDA SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES. No oral or written information or advice given by Anaconda, its Resellers, Partners, dealers, distributors, agents, representatives, or Personnel shall create any warranty or in any way increase any warranty provided herein.

12.3 **REMEDIES.** Except with respect to the Free Plans for which Anaconda provides no representations, warranties, or covenants, your exclusive remedy for Anaconda's breach of the foregoing warranties is that Anaconda will, at our option and at no cost to You, either (a) provide remedial services necessary to enable the Cloud Offerings to conform to the warranty, or (b) replace any defective Cloud Offerings. If neither of the foregoing options is commercially feasible within a reasonable period of time, upon your return of the affected Cloud Offerings to Anaconda, Anaconda will refund all prepaid fees for the unused remainder of the applicable Subscription Term following the date of termination for the affected Cloud Offerings and these TOS and any associated Orders for the affected Cloud Offerings will immediately terminate without further action of the Parties. You agree to provide Anaconda with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any nonconformities.

12.4 **RESTRICTIONS.** If applicable law requires any warranties other than the foregoing, all such warranties are limited in duration to ninety (90) days from the date of delivery. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to You. The warranty provided herein gives You specific legal rights and You may also have other legal rights that vary from jurisdiction to jurisdiction. The limitations or exclusions of warranties, remedies or liability contained in these TOS shall apply to You only to the extent such limitations or exclusions are permitted under the laws of the jurisdiction where You are located.

## 13. LIMITATION OF LIABILITY.

13.1 **LIMITATIONS.** NOTWITHSTANDING ANYTHING IN THESE TOS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

- a. IN NO EVENT, EXCEPT IN THE CASE OF A BREACH OF CONFIDENTIALITY OBLIGATIONS OR ANACONDA'S INTELLECTUAL PROPERTY RIGHTS, SHALL EITHER PARTY HERETO AND ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE THIRD PARTY SERVICE PROVIDERS), BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH THESE TOS FOR (I) ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (II) ANY LOSS OF PROFITS, COSTS, ANTICIPATED SAVINGS; (III) ANY LOSS OF, OR DAMAGE TO DATA, USE, BUSINESS, REPUTATION, REVENUE OR GOODWILL; AND/OR (IV) THE FAILURE OF SECURITY MEASURES AND PROTECTIONS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- b. EXCEPT FOR THE INDEMNITY OBLIGATIONS OF EITHER PARTY UNDER SECTION 14 (INDEMNIFICATION) HEREIN, YOUR PAYMENT OBLIGATIONS HEREUNDER, A VIOLATION OF ANACONDA'S INTELLECTUAL PROPERTY RIGHTS OR BREACH OF OUR [ACCEPTABLE USE POLICY](#) BY EITHER YOU OR ANY OF THE AUTHORIZED USERS UNDERLYING YOUR ACCOUNT, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY, ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE ITS THIRD-PARTY SERVICE PROVIDERS), UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TOS (INCLUDING THE CLOUD OFFERINGS), EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU (IF ANY) DURING THE TWELVE (12) CONSECUTIVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

- 13.2 **SPECIFIC LAWS.** Except as expressly stated in these TOS, we make no representations or warranties that your use of the Cloud Offerings is appropriate in your jurisdiction. Other than as indicated herein, You are responsible for your compliance with any local and/or specific applicable Laws, as applicable to your use of the Cloud Offerings.
- 13.3 **REASONABLE ALLOCATION OF RISKS.** You hereby acknowledge and confirm that the limitations of liability and warranty disclaimers contained in these TOS are agreed upon by You and Anaconda and we both find such limitations and allocation of risks to be commercially reasonable and suitable for our engagement hereunder, and both You and Anaconda have relied on these limitations and risk allocation in determining whether to enter these TOS.

## 14. INDEMNIFICATION.

- 14.1 **BY YOU.** You hereby agree to indemnify, defend and hold harmless Anaconda and our Affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, liabilities, losses, reasonable expenses or costs (collectively, "**Losses**") incurred as a result of any third party claim arising from (i) You and/or any of your Authorized Users', violation of these TOS or applicable law; and/or (ii) Bundled Products, Customer Data and/or Customer Content, including the use of Bundled Products, Customer Data and/or Customer Content by Anaconda and/or any of our subcontractors, which infringes or violates, any third party's rights, including, without limitation, Intellectual Property Rights.
- 14.2 **BY ANACONDA.**
- Anaconda hereby agrees to defend You, your Affiliates, officers, directors, and employees, in and against any third party claim or demand against You, alleging that your authorized use of the Cloud Offerings infringes or constitutes misappropriation of any third party's copyright, trademark or registered U.S. patent (the "**IP Claim**"), and we will indemnify You and hold You harmless against any damages and costs finally awarded on such IP Claim by a court of competent jurisdiction or agreed to via settlement we agreed upon, including reasonable attorneys' fees.
  - Anaconda's indemnity obligations under Section 14.2(a) shall not apply if: (i) the Cloud Offerings (or any portion thereof) were modified by You or any of your Authorized Users or any third party, but solely to the extent the IP Claim would have been avoided by not doing such modification; (ii) if the Cloud Offerings are used in combination with any other service, device, software or products, including, without limitation, Third-Party Content or Third-Party Services, but solely to the extent that such IP Claim would have been avoided without such combination; and/or (iii) any IP Claim arising or related to, Third Party Content, Third Party Services, Customer Data, Customer Content, or to any events giving rise to your indemnity obligations under Section 14.1 above. Without derogating from the foregoing defense and indemnification obligation, if Anaconda believes that the Cloud Offerings, or any part thereof, may so infringe, then Anaconda may in our sole discretion: (a) obtain (at no additional cost to You) the right to continue to use the Cloud Offerings; (b) replace or modify the allegedly infringing part of the Cloud Offerings so that it becomes non-infringing while giving substantially equivalent performance; or (c) if Anaconda determines that the foregoing remedies are not reasonably available, then Anaconda may require that use of the (allegedly) infringing Cloud Offerings (or part thereof) shall cease and in such an event, You shall receive a prorated refund of any Subscription Fees paid for the unused portion of the Subscription Term. THIS SECTION 14.2 STATES ANACONDA'S SOLE AND ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY, FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION BY ANACONDA AND/OR OUR CLOUD OFFERINGS, AND UNDERLYING ANACONDA MATERIALS.
- 14.3 **INDEMNITY CONDITIONS.** The defense and indemnification obligations of the indemnifying Party ("**Indemnitor**") under this Section 14 are subject to: (i) the indemnified Party ("**Indemnitee**") shall promptly provide a written notice of the claim for which an indemnification is being sought, provided that such Indemnitee's failure to do so will not relieve the Indemnitor of its obligations under this Section 14.3, except to the extent the Indemnitor's defense is materially prejudiced thereby; (ii) the Indemnitor being given immediate and exclusive control over the defense and/or settlement of the claim, provided, however that the Indemnitor shall not enter into any compromise or settlement of any such claim that that requires any monetary obligation or admission of liability or any unreasonable responsibility or liability by an Indemnitee without the prior written consent of the affected Indemnitee, which shall not be unreasonably withheld or delayed; and (iii) the Indemnitee providing reasonable cooperation and assistance, at the Indemnitor's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the Indemnitor's defense of, or response to, such claim.

## 15. GENERAL PROVISIONS.

- 15.1 **GOVERNING LAW; JURISDICTION.** These TOS and any action related thereto will be governed and interpreted by and under the laws of the State of Texas without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Courts of competent jurisdiction located in Austin, Texas, shall have the sole and exclusive jurisdiction and venue over all controversies and claims arising out of, or relating to, these TOS. You and Anaconda mutually agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these TOS. Notwithstanding the foregoing, Anaconda reserves the right to seek injunctive relief in any court in any jurisdiction.
- 15.2 **EXPORT CONTROLS; SANCTIONS.** The Cloud Offerings may be subject to U.S. or foreign export controls, laws and regulations (the "**Export Controls**"), and You acknowledge and confirm that: (i) You are not located in and will not use, export, re-

export or import the Cloud Offerings (or any portion thereof) in or to, any person, entity, organization, jurisdiction or otherwise, in violation of the Export Controls; (ii) You are not: (a) organized under the laws of, operating from, or otherwise ordinarily resident in a country or territory that is the target or comprehensive U.S. economic or trade sanctions (currently, Cuba, Iran, Syria, North Korea, or the Crimea region of Ukraine), (b) identified on a list of prohibited or restricted persons, such as the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, or (c) otherwise the target of U.S. sanctions. You are solely responsible for complying with applicable Export Controls and sanctions which may impose additional restrictions, prohibitions or requirements on the use, export, re-export or import of the Cloud Offerings, Customer Content or Customer Data; and (iii) Customer Content and/or Customer Data is not controlled under the U.S. International Traffic in Arms Regulations or similar Laws in other jurisdictions, or otherwise requires any special permission or license, in respect of its use, import, export or re-export hereunder.

- 15.3 **GOVERNMENT USE.** If You are part of a U.S. Government agency, department or otherwise, either federal, state, or local (a **"Government Customer"**), then Government Customer hereby agrees that the Cloud Offerings under these TOS qualifies as "Commercial Computer Software" and "Commercial Computer Software Documentation", within the meaning of Federal Acquisition Regulation (**"FAR"**) 2.101, FAR 12.212, Defense Federal Acquisition Regulation Supplement (**"DFARS"**) 227.7201, and DFARS 252.227-7014. Government Customer further agrees that the terms of this Section 20 shall apply to You. Government Customer's technical data and software rights related to the Cloud Offerings include only those rights customarily provided to the public as specified in these TOS in accordance with FAR 12.212, FAR 27.405-3, FAR 52.227-19, DFARS 227.7202-1 and General Services Acquisition Regulation (**"GSAR"**) 552.212-4(w) (as applicable). In no event shall source code be provided or considered to be a deliverable or a software deliverable under these TOS. We grant no license whatsoever to any Government Customer to any source code contained in any deliverable or a software deliverable. If a Government Customer has a need for rights not granted under these TOS, it must negotiate with Anaconda to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement. Any unpublished rights are reserved under applicable copyright laws. Any provisions contained in these TOS that contradict any law(s) applicable to a Government Customer, shall be limited solely to the extent permitted under such applicable law(s).
- 15.4 **TRANSLATED VERSIONS.** These TOS were written in English, and the TOS may be translated into other languages for your convenience. If a translated (non-English) version of these TOS conflicts in any way with their English version, the provisions of the English version shall prevail.
- 15.5 **FORCE MAJEURE.** Neither You nor Anaconda will be liable by reason of any failure or delay in the performance of its obligations on account of an event of Force Majeure; provided the foregoing shall not remove liability for Your failure to pay fees when due and payable. Force Majeure includes, but is not restricted to, events of the following types (but only to the extent that such an event, in consideration of the circumstances, satisfies the requirements of the Definition): acts of God; civil disturbance; sabotage; strikes; lock-outs; work stoppages; action or restraint by court order or public or government authority (as long as the affected Party has not applied for or assisted in the application for, and has opposed to the extent reasonable, such court or government action).
- 15.6 **RELATIONSHIP OF THE PARTIES; NO THIRD-PARTY BENEFICIARIES.** The Parties are independent contractors. These TOS and the Cloud Offerings provided hereunder, do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. There are no third-party beneficiaries to these TOS.
- 15.7 **MODIFICATIONS.** We will also notify You of changes to these TOS by posting an updated version at <https://legal.anaconda.com/policies/en/?name=end-user-license-agreement> and revising the "Last Updated" date therein. We encourage You to periodically review these TOS to be informed with respect to You and Anaconda's rights and obligations with respect to the Cloud Offerings. Using the Cloud Offerings after a notice of changes has been sent to You or published in the Cloud Offerings shall constitute consent to the changed terms and practices.
- 15.8 **NOTICES.** We shall use your contact details that we have in our records, in connection with providing You notices, subject to this Section 15.8. Our contact details for any notices are detailed below. You acknowledge notices that we provide You, in connection with these TOS and/or as otherwise related to the Cloud Offerings, shall be provided as follows: via the Cloud Offerings, including by posting on our Platform or posting in your Account, text, in-app notification, e-mail, phone or first class, airmail, or overnight courier. You further acknowledge that an electronic notification satisfies any applicable legal notification requirements, including that such notification will be in writing. Any notice to You will be deemed given upon the earlier of: (i) receipt; or (ii) twenty-four (24) hours of delivery. Notices to us shall be provided to Anaconda, Inc., Attn: Legal, at 1108 Lavaca St. Ste 110-645, Austin, Texas 78701 and [legal@anaconda.com](mailto:legal@anaconda.com).
- 15.9 **ASSIGNMENT.** These TOS, and any and all rights and obligations hereunder, may not be transferred or assigned by You without our written approval, provided that You may assign these TOS to your successor entity or person, resulting from a merger, acquisition, or sale of all or substantially all of your assets or voting rights, except for an assignment to a competitor of Anaconda, and provided that You provide us with prompt written notice of such assignment and the respective assignee agrees, in writing, to assume all of your obligations under these TOS. We may assign our rights and/or obligations hereunder and/or transfer ownership rights and title in the Cloud Offerings to a third party without your consent or prior notice to You. Subject to the foregoing conditions, these TOS shall bind and inure to the benefit of the Parties, their respective successors, and permitted assigns. Any assignment not authorized under this Section 15.9 shall be null and void.

- 15.10 **PUBLICITY.** Anaconda reserves the right to reference You as a customer and display your logo and name on our website and other promotional materials for marketing purposes. Any display of your logo and name shall be in compliance with your branding guidelines, if provided by You. In case You do not agree to such use of the logo and/or name, Anaconda must be notified in writing. Except as provided in Section 15.10 of the TOS, neither Party will use the logo, name or trademarks of the other Party or refer to the other Party in any form of publicity or press release without such Party's prior written approval.
- 15.11 **CHILDREN AND MINORS.** If You are under 18 years old, then by entering into these Terms You explicitly stipulate that (i) You have legal capacity to consent to These Terms or that You have valid consent from a parent or legal guardian to do so and (ii) You understand the [Anaconda Privacy Policy](#). You may not enter into these TOS if You are under 13 years old. IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE ANACONDA PRIVACY POLICY, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TOS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.
- 15.12 **ENTIRE AGREEMENT.** These TOS (including all Orders) constitutes the entire agreement, and supersedes all prior negotiations, understandings, or agreements (oral or written), between the Parties regarding the subject matter of these TOS (and all past dealing or industry custom). Any inconsistent or additional terms on any related Customer-issued purchase orders, vendor forms, invoices, policies, confirmation, or similar form, even if signed by the Parties hereafter, will have no effect under these TOS. In the event of any conflict between the terms of these TOS and the terms of any Order, the terms of these TOS will control unless otherwise explicitly set forth in an Order. These TOS may be executed in one or more counterparts, each of which will be an original, but taken together constituting one and the same instrument. Execution of a facsimile/electronic copy will have the same force and effect as execution of an original, and a facsimile/electronic signature will be deemed an original and valid signature. No modification, consent or waiver under these TOS will be effective unless in writing and signed by both Parties. The failure of either Party to enforce its rights under these TOS at any time for any period will not be construed as a waiver of such rights. If any provision of these TOS are determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that these TOS will otherwise remain in full force and effect and enforceable.